ATTACHMENT I



Bill Bray

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Geoff Neumann

Suite 15, 26-28 Napier Close, Deakin ACT Phone (02) 6232 5522 Fax (02) 6232 5511

MEMORANDUM

Roy Everett

Bill Scanlan

John Elliott

Andrew Turner

John Stewart

To:

Tim Roseby

Bill Matthews

Brad McCormick Rod Carlin John Roberts

Geoff King

Date:

14 May 1998

From:

Stephen R Penhall

Subject:

TFAP DEED

Enclosed for your records is a copy of the Deed duly executed by all parties.

Should you require additional copies please let me know.

Regards,

STEPHEN R PENHALL Business Manager

AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED CATTLE COUNCIL OF AUSTRALIA INC COMMONWEALTH OF AUSTRALIA THE STATE OF QUEENSLAND THE STATE OF NEW SOUTH WALES THE STATE OF VICTORIA THE STATE OF SOUTH AUSTRALIA THE STATE OF TASMANIA THE STATE OF WESTERN AUSTRALIA THE NORTHERN TERRITORY OF AUSTRALIA THE AUSTRALIAN CAPITAL TERRITORY

TUBERCULOSIS FREEDOM ASSURANCE PROGRAM DEED



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THIS DEED is made on

4th day of May

1998

BETWEEN

AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED (ACN 071 890 956) of 13 Murray Crescent, Manuka, ACT

("AAHC")

CATTLE COUNCIL OF AUSTRALIA INCORPORATED (A 2929) (for the purposes of this Deed, representing the beef, dairy and buffalo industries) of NFF House, 14-16 Brisbane Avenue, Barton, ACT ("CCA")

THE COMMONWEALTH OF AUSTRALIA (acting through its Department of Primary Industries and Energy) ("Commonwealth")

THE STATE OF QUEENSLAND (acting through its Department of Primary Industries, Fisheries and Forestry) ("Queensland")

THE STATE OF NEW SOUTH WALES (acting through its Department of Agriculture)

("New South Wales")

THE STATE OF VICTORIA (acting through its Department of Natural Resources and Environment) . ("Victoria")

THE STATE OF SOUTH AUSTRALIA (acting through its Department of Primary Industries and Resources) ("South Australia")

THE STATE OF TASMANIA (acting through its Department of Primary Industry and Fisheries)

("Tasmania")

THE STATE OF WESTERN AUSTRALIA (acting through Agriculture Western Australia)

("Western Australia")

THE NORTHERN TERRITORY OF AUSTRALIA (acting through its Department of Primary Industry and Fisheries) ("Northern Territory")

AND

THE AUSTRALIAN CAPITAL TERRITORY (acting through its Department of Urban Services)

("Australian Capital Territory")

RECITALS:

- A. The parties have been involved in a longstanding program of activities designed to eradicate bovine tuberculosis in cattle and buffalo in Australia, as a consequence of which Australia was declared a Free Area for bovine tuberculosis in cattle and buffalo on 31 December 1997.
- B. The parties recognise that the epidemiology of bovine tuberculosis and international health requirements are such that continued action to detect and remove any further cases of bovine tuberculosis is required, including the surveillance of existing and new cases

and taking such action as is necessary to eradicate any existing or new cases of bovine tuberculosis.

- C. The parties wish, through the Tuberculosis Freedom Assurance Program ("TFAP"), to take such action, including the provision of both financial and non-financial assistance to cattle and buffalo owners and the States and Territories to enable eradication activities to occur and to take such other action as is necessary to eradicate any cases of bovine tuberculosis, so as to maintain a state of freedom from bovine tuberculosis in Australia.
- D. The conduct of the TFAP is dependent upon monies being made available:
 - (a) to the AAHC by the Commonwealth and the States and Territories for corporate activities as described in this Deed;
 - (b) by the States and Territories for the funding of field operations as described in this Deed;
 - (c) by the Commonwealth for funding of core national operations in relation to the National Granuloma Submission Program, the National Granuloma Submission Program Database, the Australian Reference Laboratory for Bovine Tuberculosis and the Tuberculosis Case Register; and
 - (d) from the National Cattle Disease Eradication Trust Account for funding of claims by cattle and buffalo owners for defined assistance measures as outlined in this Deed.
- E. The parties have agreed to the conduct of the TFAP, including the payment of financial assistance, on the terms and conditions of this Deed.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the contrary intention appears:

- "Approved Property Program" means a program for the eradication of Tuberculosis from a Property that is developed in accordance with clause 6.2 or which is already in place pursuant to the BTEC Agreements, such program being a test and slaughter program, a destocking program or a combination of these two types of program.
- "Approved Laboratory" means a laboratory approved by the CVO for the examination of granulomas for evidence of Tuberculosis.
- "AQIS" means the Commonwealth agency known as the Australian Quarantine and Inspection Service.
- "ARMCANZ" means the Agriculture Resource Management Council of Australia and New Zealand consisting of the Australian Commonwealth and State/Territory Ministers and the New Zealand Minister responsible for agriculture.
- "Assistance Measures" means the types of assistance to be provided to an Owner in respect of an Incident, Case or Secondary Case, which will be funded in accordance with clause 4.3 and which are described in Schedule C.

- "BTEC" means the National Brucellosis and Tuberculosis Eradication Campaign which concluded on 31 December 1997.
- "BTEC Agreements" means the series of Agreements between the Commonwealth and the States and Territories establishing a program for the eradication of Brucellosis and Tuberculosis, which expired on 31 December 1997.
- "Case" means a confirmed occurrence of Tuberculosis as described in Schedule L.
- "Cattle" means animals of the genus Bos and, for the purposes of this Deed, will include animals of the genus Bubalus (buffalo).
- "Cattle Transaction Levy" means the levy on cattle under the Cattle Transaction Levy Act 1995 (Cth) or the Cattle Transaction Levy Act 1997 (Cth);
- "Commencement Date" means 1 January 1998.
- "Commonwealth Payments Account" means the account specified in clause 4.2(b).
- "Consolidated Budgets" means the consolidation of budgets specified in clause 7.3(a).
- "Corporate Activities" means the organisational, administrative, and program management activities to be undertaken by the AAHC which will be funded in accordance with clause 4.4 and which are described in Schedule D.
- "Corporate Activities Account" means the account specified in clause 4.4(c).
- "Corporate Activities Budget" means the budget specified in clause 4.4(a).
- "Corporate Activities Payments" means the payments specified in clause 4.4(b).
- "CVO" means the Chief Veterinary Officer of each State and Territory.
- "DPIE" means the Commonwealth Department of Primary Industries and Energy or such other Commonwealth Department as may, during the term of this Deed, have responsibility for the subject matter of this Deed.
- "Field Operations" means all those activities carried out by the States and Territories as set out in Schedule A.
- "Free Area" means that area so declared by ARMCANZ because:
 - (a) all areas of Australia were Free or Impending Free for at least five years;
 - (b) Veterinary Committee was satisfied that all Tuberculosis had been eradicated;
 - (c) no herds were classified as Infected, Restricted or Provisionally Clear;
 - (d) movement controls were in place for Cattle from Herds that had Tuberculosis and achieved Confirmed Free One status; and
 - (e) an approved abattoir surveillance system and granuloma submission program were in place.

- "Incident" means an event suggestive of Tuberculosis that has not, or cannot, be confirmed as Tuberculosis as set out in Schedule L.
- "Investigation Program" means any Field Operations approved by the TFAP Manager to identify the factors involved in any Incident, Case or Secondary Case or any other suspicion of Tuberculosis up to the commencement of an Approved Property Program, as referred to in Schedule C.
- "Minister" means the Commonwealth Minister for Primary Industries and Energy, or such other Minister as may have responsibility for the subject matter of this Deed, from time to time.
- "National Cattle Industry TFAP Representative" means the person appointed to that role by the CCA from time to time and notified to the AAHC by the CCA.
- "National Compensation Valuer" means the person engaged by the AAHC as part of the Corporate Activities to assist the States and Territories achieve consistent valuations of stock to be removed from a Property under an Approved Property Program.
- "National Granuloma Submission Program" means the program agreed by the Parties for the submission from abattoirs of specified granulomatous lesions found in slaughtered Cattle described in Part 1 of Schedule B.
- "National Granuloma Submission Program Database" means the database referred to in clauses 3.1(a), 4.2, 7.1(a) and 8.1(a) and in Part 1 of Schedule B and in Parts 1 and 2 of Schedule I.
- "NCDETA" means the National Cattle Disease Eradication Trust Account established under the National Cattle Disease Eradication Trust Account Act 1991.
- "Owner" means, as applicable, the owner(s) of the Cattle or the Property, or their authorised representative(s).
- "Party" means a party to this Deed and "Parties" means two or more of the parties to this Deed.
- "Property" means any land holding on which there exists or has existed Cattle.
- "Proposed Property Program" means the program specified in clause 6.2(a)(ii).
- "Required Insurance" means those insurances specified in clause 25(a).
- "SDRs" means the TFAP Standard Definitions and Rules, contained in Schedule L, as amended by agreement of the Parties from time to time and approved by the Standing Committee on Agriculture and Resource Management.
- "Secondary Case" means a further Case found by tracing Cattle movements to and from a Property where a Case has been found.
- "State or Territory Cattle Industry TFAP Representative" means the person named in that capacity by the State or Territory Cattle industry organisation(s) from time to time.
- "TFAP" means the Tuberculosis Freedom Assurance Program.

"TFAPCC" means the Tuberculosis Freedom Assurance Program Coordination Committee to be convened by the AAHC in accordance with clause 5.2 of this Deed, as described in Schedule F.

"TFAP Coordinator" means the person appointed by the AAHC from time to time pursuant to clause 5.1 and in accordance with Schedule E.

"TFAP Manager" means the person referred to in clause 6.1.

"TFAP Property Program Group" means the group referred to in clauses 6.1 and 6.2 and which is comprised as set out, and responsible for the undertaking of the matters described, in Schedule G.

"Tuberculosis" means the disease tuberculosis in Cattle, as defined in the SDRs.

"Tuberculosis Case Register" means the applicable part of the National Brucellosis and Tuberculosis Breakdown Database as presently maintained by the Queensland Department of Primary Industries, Fisheries and Forestry, or such other register as the Parties may approve from time to time, which records information on Incidents, Cases and Secondary Cases, as described in Part 2 of Schedule B.

"Tuberculosis Reference Laboratory" means the Australian Reference Laboratory for Bovine Tuberculosis, as presently maintained by Agriculture Western Australia and approved by the AAHC for the diagnosis of Tuberculosis, or such other laboratory as the Parties may from time to time approve for that purpose, as described in Part 3 of Schedule B.

"Veterinary Committee" means the committee of Commonwealth, State and Territory CVOs, a representative of the CSIRO and the Chief Veterinary Officer of New Zealand as approved by the Standing Committee on Agriculture and Resource Management.

1.2 Interpretation

In the interpretation and application of this Deed, the following principles will apply, unless the context requires otherwise:

- (a) Words in the singular include the plural and words in the plural include the singular.
- (b) To the extent of any conflict between the terms and conditions contained in the clauses of this Deed and any provisions of the Schedules, the clauses will take precedence over the provisions of the Schedules.
- (c) All sums of money and all payments made under this Deed will be in Australian dollars, and the symbol "\$" will be interpreted to mean Australian dollars.
- (d) Where the last day of any period prescribed or allowed by this Deed for the doing of any thing falls on a Saturday, on a Sunday or on a day that is a public holiday or a bank holiday in the place where that thing is to be done or may be done, then the thing may be done on the first day following which is not a Saturday, a Sunday or a public holiday or bank holiday in that place.
- (e) A reference to this Deed means this Deed as modified, amended or varied in accordance with the provisions hereof or any order of a court of competent

jurisdiction or applicable law and a reference to another contract, deed, or similar instrument means that other contract, deed or similar instrument (as the case may be) as modified, amended or varied, including any modification, amendment or variation imposed or effected by a court of competent jurisdiction or by an applicable law.

- (f) A reference to an applicable law will mean any applicable statute, Act, code, ordinance, regulation, proclamation or any instrument of subordinate legislation.
- (g) A reference to a statute, Act, code, ordinance, regulation, proclamation or any instrument of subordinate legislation will mean that statute, Act, code, ordinance, regulation, proclamation or instrument of subordinate legislation (as the case may be) as amended, varied or modified from time to time, and will include a reference to any other instruments made under them and to any other statute, Act, code, ordinance, regulation, proclamation or instrument of subordinate legislation which replaces them.
- (h) "Person" will be taken to include a body corporate, an unincorporated association, a firm or partnership (whether limited or unlimited) and an authority or organisation, notwithstanding that any of them may not be legal persons.
- (i) A reference to a thing (including a reference to an amount) is a reference to the whole and each part of the thing.
- (j) A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- (k) References to a person include the legal personal representatives, successors and permitted assigns of that person.
- (l) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include telex, e-mail and facsimile transmissions.
- (m) An obligation of two or more Parties shall bind them jointly and severally.
- (n) If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- (o) References to a body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or the person or body by which its functions have become exercisable.
- (p) References to any matter or thing which is required to be agreed upon by the Parties shall be taken to require the agreement of all the Parties to this Deed.

2. TERM OF THIS DEED

2.1 Commencement Date

This Deed will commence on 1 January 1998 and will continue until 31 December 2002, unless it is terminated prior to 31 December 2002.

2.2 Continuing provisions

Where this Deed has ended either by effluxion of time, termination, rescission or otherwise, the following provisions survive and the Parties will continue to be bound by them:

11

- (a) clause 12 indemnity;
- (b) clause 24 protection of personal information; and
- such other provisions of this Deed as are necessary to give full force and effect to clauses 12 and 24 including (but not limited to) interpretational clauses and clauses containing definitions.

3. THE TUBERCULOSIS FREEDOM ASSURANCE PROGRAM

3.1 Scope and Objectives of Program

- (a) The TFAP will be comprised of seven distinct parts:
 - (i) Field Operations;
 - (ii) the National Granuloma Submission Program;
 - (iii) the Tuberculosis Case Register;
 - (iv) the Tuberculosis Reference Laboratory;
 - (v) the National Granuloma Submission Program Database;
 - (vi) Assistance Measures; and
 - (vii) Corporate Activities

as described in Schedules A, B, C and D.

- (b) The objectives of the TFAP will be as follows:
 - (i) ensuring the maintenance of Australia as a Free Area in respect of Tuberculosis and the eventual total eradication of Tuberculosis from Australia;
 - (ii) maintaining active and passive surveillance procedures for the efficient detection of any remaining Tuberculosis in Australia, and the provision of necessary financial and human resources, skills and knowledge to efficiently and effectively carry out eradication measures within desired time frames;
 - (iii) lessening the impact of Tuberculosis eradication measures on social standards and property viability amongst affected Owners by the adoption of appropriate risk management techniques and the provision to Owners of Assistance Measures;
 - (iv) collecting from slaughter Cattle adequate numbers of granulomas for laboratory examination and Tuberculosis exclusion;

- (v) carrying out targeted Cattle herd testing in cases where there is evidence of insufficient monitoring of particular herds; and
- (vi) in the event of confirmation of Tuberculosis, implementing Approved Property Programs, incorporating tuberculin and/or gamma interferon testing and/or destocking, with the aim of achieving a return to free herd status within two years.

3.2 Funding of the Program

Funding for each part of the TFAP will be provided by the Commonwealth, the CCA (via the Commonwealth Levies Management Unit) and the States and Territories as set out in clause 4 and as represented diagrammatically in Part 2 of Schedule I.

3.3 Obligations of the AAHC

Subject to receiving funding in accordance with this Deed, the AAHC must manage, administer and promote the TFAP in accordance with this Deed including the criteria, systems, programs, methods, procedures, definitions, standards and rules set out in the SDRs.

3.4 Obligations of the CCA

- (a) The CCA must:
 - (i) monitor and review the levels of the AAHC component and the NCDETA component of the Cattle Transaction Levy;
 - (ii) monitor and review expenditure under the TFAP on Corporate Activities and Assistance Measures;
 - (iii) make recommendations to the Minister in relation to the appropriate levels of the NCDETA component of the Cattle Transaction Levy and the AAHC component of the Cattle Transaction Levy;
 - (iv) make recommendations to the TFAPCC as required; and
 - (v) make recommendations to the Minister and the AAHC in relation to the amount of the AAHC component of the Cattle Transaction Levy received by the AAHC which is to be spent in respect of the TFAP.
- (b) The CCA must comply with its obligations in respect of the conduct of aspects of the TFAP for which it is responsible in accordance with this Deed.
- (c) The Parties agree that the CCA will not have any direct funding obligation under this Deed.

3.5 Obligations of the Commonwealth

(a) The Commonwealth must, subject to the making of sufficient appropriations in respect of the TFAP by the Commonwealth Parliament, comply with its obligations in respect of the provision of funding and conduct of aspects of the TFAP for which it is responsible in accordance with this Deed, including the establishment of all necessary procedures and provision of all resources

- contemplated by this Deed and complying with the criteria, systems, programs, methods, procedures, definitions, standards and rules set out in the SDRs.
- (b) The Commonwealth will not be required to comply with its funding obligations under this Deed where there is a substantial breach of the Deed by one or more of the other Parties which jeopardises the effectiveness of the TFAP.

3.6 Obligations of States and Territories

- (a) Each State and Territory must, subject to the making of sufficient appropriations in respect of the TFAP by the relevant State or Territory Parliament, comply with its obligations in respect of the provision of funding and conduct of aspects of the TFAP for which it is responsible in accordance with this Deed, including the establishment of all necessary procedures and provision of all resources contemplated by this Deed and complying with the criteria, systems, programs, methods, procedures, definitions, standards and rules set out in the SDRs.
- (b) Subject to clause 3.6(a), the obligations of the States and Territories include, without limitation, putting or maintaining in place such procedures as are, and making available such funding as is, necessary to:
 - (i) effectively diagnose, monitor in non-AQIS abattoirs and manage the eradication of any occurrence of Tuberculosis within that State or Territory in accordance with the SDRs;
 - (ii) use best endeavours to provide, in accordance with Schedule C, the Assistance Measures to Owners in respect of Cattle with Tuberculosis, or suspected with Tuberculosis, as required by this Deed; and
 - (iii) use best endeavours to ensure that any Assistance Measures provided to an Owner are used solely in accordance with the terms and conditions of this Deed, including use of available legislative powers where appropriate to ensure that an Owner complies with the Approved Property Program so that the State or Territory can comply with the terms of this Deed.
- (c) The States and Territories will not be required to comply with their funding obligations under this Deed where there is a substantial breach of the Deed by one or more of the other Parties which jeopardises the effectiveness of the TFAP.

4. FUNDING THE TUBERCULOSIS FREEDOM ASSURANCE PROGRAM

4.1 Funding of Field Operations

Each State and Territory must, in accordance with the procedures outlined in Part 2.1 of Schedule I, fund any Field Operations, as described in Schedule A, being undertaken within that particular State or Territory and, subject to clause 8.3, the Commonwealth, the CCA and the AAHC will not be responsible for providing any funds to the States and Territories in respect of Field Operations.

- 4.2 Funding of the National Granuloma Submission Program, the National Granuloma Submission Program Database, the Tuberculosis Case Register and the Tuberculosis Reference Laboratory
 - (a) The AAHC must provide to the Commonwealth by the date in column A of the following table the consolidated budgets of funding required for the maintenance

of the National Granuloma Submission Program, the National Granuloma Submission Program Database, the Tuberculosis Case Register and the Tuberculosis Reference Laboratory in the period set out in column B, in each case based on the budgets provided by the States and Territories and Commonwealth pursuant to clause 7.1 and in accordance with the procedures outlined in Part 2.2 of Schedule I.

A. Date of provision of budget by AAHC to the Commonwealth	B. Period covered by the budget
28 February 1998	1 January 1998 to 30 June 1999
28 February 1999	1 July 1999 to 30 June 2000
28 February 2000	1 July 2000 to 30 June 2001
28 February 2001	1 July 2001 to 30 June 2002
28 February 2002	1 July 2002 to 31 December 2002

- (b) Subject to clause 4.2(k), the Commonwealth must (subject to clause 3.5(a), from money appropriated by the Commonwealth Parliament) pay to the AAHC quarterly in advance amounts in accordance with the consolidated budgets of funding provided by the AAHC pursuant to clause 4.2(a) apart from amounts in respect of the National Granuloma Submission Program Database, so that the funds for the following quarter are received by the AAHC by 31 December, 31 March, 30 June and 30 September of each year during the term of this Deed. The AAHC must keep those funds in a separate ledger account in accordance with the requirements of clause 9.2 (the "Commonwealth Payments Account"). Any interest which may accrue from time to time on any funds kept by the AAHC in the Commonwealth Payments Account must at all times be credited to that Account and be used for the purposes of that Account as contemplated by this clause, except as otherwise agreed by the Commonwealth.
- (c) The Commonwealth and the States and Territories must, in accordance with this Deed and as applicable, conduct or participate in the operation of:
 - (i) the National Granuloma Submission Program;
 - (ii) the National Granuloma Submission Program Database;
 - (iii) the Tuberculosis Case Register; and
 - (iv) the Tuberculosis Reference Laboratory

in accordance with Schedule B and must keep records of the amounts spent on those activities in accordance with clause 9.2.

(d) The States and Territories must, as applicable, provide to the AAHC invoices in respect of those activities as may be appropriate from time to time, in accordance with the procedures outlined in Part 2.2 of Schedule I. The invoices must be prepared on a cash basis (ie. based on actual expenditure incurred). Those Parties must use their best endeavours to provide the AAHC with any and all such

invoices in respect of each financial year by 29 July following the end of the financial year during the term of this Deed. All invoices must be:

- (i) accompanied by appropriate supporting documentation detailing receipt and expenditure by that Party since the provision of the last such invoice to the AAHC;
- (ii) reconciled against the annual budget provided by the Party to the AAHC in accordance with clause 7.1; and
- (iii) accounted for in the annual financial report provided by the Party to the AAHC pursuant to clause 7.2.
- (e) The Parties referred to in clause 4.2(d) must provide such further information or documentation in order to support the invoices as may reasonably be required by the AAHC.
- (f) Subject to paragraph 4.2(h) below, the AAHC must pay to the States and Territories, out of the Commonwealth Payments Account, the amount claimed in those verified invoices within 30 days of the receipt of those invoices.
- Where the total amount claimed by the States and Territories in the invoices referred to in paragraph 4.2(d) is less than the amount in the Commonwealth Payments Account, the AAHC must keep the surplus funds in the Commonwealth Payments Account.
- (h) Where the total amount claimed by the States and Territories in the invoices referred to in paragraph 4.2(d) exceeds the amount in the Commonwealth Payments Account, the AAHC will only be obliged to pay to the States and Territories (on a pro rata basis if it is less than the full amount of the total of the State and Territory invoices) the sum of:
 - (i) the amount received from the Commonwealth in respect of that quarter;
 - (ii) the amount, if any, held by the AAHC in the Commonwealth Payments Account as a surplus from Commonwealth payments in respect of previous quarters, pursuant to paragraph 4.2(g); and
 - (iii) any additional amount provided by the Commonwealth, the States or the CCA by way of supplementation in respect of the shortfall.
- (i) In the event that the AAHC may from time to time require additional funding from the Commonwealth in respect of any of the areas of the TFAP covered by this clause 4.2, the AAHC may seek such additional funding and, in such an event, must provide such documentation as the Commonwealth may reasonably require in support of such claim.
- (j) The AAHC and the States and Territories must ensure that funds paid by the Commonwealth under paragraph 4.2(b) are used only for the purposes for which they are provided and otherwise in accordance with this Deed.
- (k) The amount payable by the Commonwealth under clause 4.2(b) in respect of a quarter may, after consultation with the AAHC and subject to the Commonwealth acting reasonably and having regard to the advice of the AAHC given pursuant to clause 4.2(l), be reduced to take account of any uncommitted surplus held by the

- AAHC in the Commonwealth Payments Account in respect of any previous quarter.
- (I) The AAHC must, whenever requested to do so by the Commonwealth, promptly notify the Commonwealth of the amount or estimated amount of any uncommitted surplus funds, and the reasons for the existence of any such funds including details of any commitments in respect of those funds, held in the Commonwealth Payments Account in respect of any quarter.

4.3 Funding of Assistance Measures

(a) The AAHC must provide to the Commonwealth by the date in column A of the following table the consolidated budgets of funding required for Assistance Measures to be undertaken by all of the States and Territories in the period set out in column B, in each case based on the budgets provided by the States and Territories pursuant to clause 7.1 and in accordance with the procedures outlined in Part 2.3 of Schedule I.

A. Date of provision of budget by AAHC to the Commonwealth	B. Period covered by the budget
28 February 1998	1 January 1998 to 30 June 1999
28 February 1999	1 July 1999 to 30 June 2000
28 February 2000	1 July 2000 to 30 June 2001
28 February 2001	1 July 2001 to 30 June 2002
28 February 2002	1 July 2002 to 31 December 2002

- Where, at any time during the financial year, it becomes apparent to a State or Territory that the budget for Assistance Measures provided by that State or Territory pursuant to clause 7.1, or to the AAHC, that the consolidated budgets for Assistance Measures provided by the AAHC to the Parties pursuant to clause 7.3(d), will be exceeded, the State or Territory or AAHC, as applicable, must notify the TFAPCC which must then review, and where appropriate amend, any such budget. Where a budget is so amended, the TFAPCC must notify the AAHC in writing as soon as is practicable of those amendments. Upon receipt by the AAHC of any such notification from the TFAPCC, the AAHC must as soon as is practicable advise the Commonwealth in writing of any such modifications to the budgets provided to the Commonwealth pursuant to clause 4.3(a) and must also advise the affected State(s) and/or Territory(s).
- (c) The Commonwealth must pay monies to the States and Territories in respect of Assistance Measures, based upon the consolidated budgets provided to the Commonwealth under clause 4.3(a), in accordance with Schedule M1.
- (d) The Commonwealth must provide to the AAHC six monthly reports in respect of the funding of Assistance Measures in accordance with clause 8.1(a).
- (e) Where the funds in the NCDETA are transferred to the AAHC or otherwise come under the control of the AAHC, then the procedure in Schedule M1 will be modified so as to provide that the States and Territories will obtain funding for

Assistance Measures from the AAHC in substantially the manner set out in Schedule M2.

4.4 Funding of Corporate Activities

The AAHC must prepare and, by the date in column A of the following table, provide to the other Parties a budget of funding required for Corporate Activities to be undertaken by it in the period set out in column B (the "Corporate Activities Budget").

A. Date of provision of budget by AAHC to the Parties	B. Period covered by the budget
1 January 1998	1 January 1998 to 30 June 1999
31 October 1998	1 July 1999 to 30 June 2000
31 October 1999	1 July 2000 to 30 June 2001
31 October 2000	1 July 2001 to 30 June 2002
31 October 2001	1 July 2002 to 31 December 2002

In preparing those budgets the AAHC must take into account any reduction to be made due to surpluses carried forward pursuant to paragraph 4.4(e) below. Following provision to the Parties in October, the Corporate Activities Budget must be forwarded by the AAHC to the TFAPCC in November of each year during the term of this Deed for comment and approval in accordance with clause 7.3(a) and the procedures outlined in Part 2.4 of Schedule I. Upon the receipt of the approval of the persons and Parties as set out in clause 7.3, the AAHC may then forward to the other Parties invoices (quarterly in advance), consistent with the Corporate Activities Budget, in respect of the funding of Corporate Activities.

- (b) Each of the Parties, other than the AAHC, the CCA, Tasmania and the Australian Capital Territory, must, within 15 days of the receipt by it from the AAHC of an invoice for Corporate Activities, pay to the AAHC one-eighth of the amount of the Corporate Activities Budget (the "Corporate Activities Payments"). The Parties contemplate that one-eighth of the amount of the Corporate Activities Budget, representing the contribution of the cattle industry, will be sourced by the AAHC through the Cattle Transaction Levy. The CCA has responsibility for oversight of this contribution in accordance with clause 3.4.
- (c) AAHC must, as soon as is practicable after their receipt, pay the Corporate Activities Payments into a separate ledger account (the "Corporate Activities Account").
- (d) The AAHC must only use the funds in the Corporate Activities Account for Corporate Activities performed in accordance with this Deed, including without limitation, those activities described in Schedule D.
- (e) Any funds in the Corporate Activities Account not expended in the period for which the Corporate Activities Payment was made must be retained in the Corporate Activities Account and carried forward as an operating surplus which must only be used by the AAHC in respect of subsequent Corporate Activities in

accordance with Schedule D or to adjust contributions by the Parties to Corporate Activities in future years. Any interest which may accrue from time to time on any funds kept by the AAHC in the Corporate Activities Account must at all times be credited to that Account and be used for the purposes of that Account as contemplated by this clause, except as otherwise agreed by the Parties.

- (f) Where it appears to the AAHC that the cost of Corporate Activities necessary or convenient to be performed by the AAHC pursuant to this Deed will be in excess of the amount provided for in the Corporate Activities Budget for the relevant period:
 - (i) the AAHC may provide a revised Corporate Activities Budget together with a request for supplementary Corporate Activities Payments to each of the other Parties other than Tasmania and the Australian Capital Territory;
 - (ii) those other Parties may request further information from the AAHC; and
 - (iii) if the revised Corporate Activities Budget and the request for further Corporate Activities Payments is accepted by the each of the other Parties:
 - (A) each of the other Parties, other than the CCA, Tasmania and the Australian Capital Territory, must pay to the AAHC the requested supplementary Corporate Activities Payments and, in that regard, the CCA must comply with its obligations under clause 3.4; and
 - (B) the revised Corporate Activities Budget shall be taken to be the Corporate Activities Budget for the relevant period, and the supplementary Corporate Activities Payments shall be taken to be part of the Corporate Activities Payments for the relevant period; or
 - (iv) if the revised Corporate Activities Budget and the request for further Corporate Activities Payments is not accepted by each of the other Parties, they may advise the AAHC as to changes to be made to the Corporate Activities in order to permit their performance within the funding remaining in the Corporate Activities Account.

4.5 Accountability for Use of Commonwealth Funds

- (a) AAHC and the States and Territories must, in respect of funding provided by the Commonwealth pursuant to this Deed:
 - (i) ensure that proper controls are exercised over the receipt, management and expenditure of the funds;
 - (ii) maintain full and separate accounting records (in accordance with relevant accounting standards) of the receipt, management and expenditure of the funds;
 - (iii) provide such information relating to the receipt, management and expenditure of the funds as the Commonwealth may request at any time; and

- (iv) on reasonable notice, make available for inspection by officers of, or other persons appointed by, the Commonwealth, all records relating to the receipt, management and expenditure of the funds.
- (b) Each Party must, within 60 days of the expiration or earlier termination of this Deed, repay to the Commonwealth any funds paid to the Party directly or indirectly from the Commonwealth under this Deed, which remain in the possession or control of the Party and which are not already properly committed under the TFAP or this Deed.
- (c) The Commonwealth may at any time:
 - (i) recover from any other Party to this Deed as a debt due to the Commonwealth; or
 - (ii) set off against any other amount payable by the Commonwealth under this Deed;

any funds paid by the Commonwealth to that Party under this Deed which:

- (iii) have been expended or committed for expenditure by the Party in contravention of this Deed;
- (iv) cannot be acquitted against a relevant budget or estimate to the reasonable satisfaction of the Commonwealth; or
- (v) are not repaid to the Commonwealth in accordance with clause 4.5(b).

5. ADMINISTRATION OF THE TFAP BY AAHC

5.1 TFAP Coordinator

The AAHC must:

- (a) appoint (in accordance with its policies and procedures), and administer the contract of appointment of, a TFAP Coordinator;
- (b) pay the fees and expenses of the TFAP Coordinator; and
- (c) ensure that the TFAP Coordinator coordinates the activities of the TFAP in accordance with Schedule E and Part 1.1 of Schedule B.

5.2 TFAP Coordination Committee

The AAHC must establish the TFAPCC, constituted in the manner described in . Schedule F, to provide advice and make recommendations to the AAHC Board in respect of TFAP activities and management and otherwise perform the functions set out in Schedule F. The AAHC must perform the functions and make the payments in respect of the TFAPCC set out in Schedule F.

5.3 TFAP Promotional Activities

(a) The AAHC must undertake such promotional activities in respect of the TFAP as it believes are appropriate from time to time having regard to any recommendations from the TFAPCC.

(b) The AAHC will be responsible for publicising or publishing any material representing the national aspects of the TFAP. Where appropriate, AAHC will obtain the approval of the TFAPCC or the Parties prior to publishing any such material. No other Party may publicise or publish any material or information purporting to represent any other Party in respect of the TFAP without the written consent of that other Party.

5.4 National Compensation Valuer

The AAHC must engage and pay the costs of the National Compensation Valuer in accordance with Schedule D.

6. ADMINISTRATION OF FIELD OPERATIONS AND ASSISTANCE MEASURES BY STATES AND TERRITORIES

6.1 State and Territory TFAP Managers

- (a) Each State and Territory must appoint a TFAP Manager and notify the other Parties who that person is.
- (b) Any State or Territory may change their TFAP Manager at any time during the term of this Deed and must as soon as is practicable give written notice of that change to the representatives of the other Parties.
- (c) All TFAP Managers must, in accordance with the terms of this Deed and the matters and procedures outlined in Part 1.3 of schedule B, manage the following activities:
 - (i) complete Tuberculosis eradication activities on Properties where Incidents were being investigated or Cases or Secondary Cases were being managed prior to 1 January 1998 pursuant to the Approved Property Program which had already been put in place;
 - (ii) coordinate field monitoring activities on Properties without adequate monitoring and on Properties where stock exposed to Tuberculosis remain;
 - (iii) initiate an investigation with the Owner on Properties where Tuberculosis is detected or suspected and, if required, provide to the TFAP Property Program Group fully costed options, in writing, for achieving the eradication of the Tuberculosis in accordance with the SDRs, together with an analysis of the financial and non-financial risks associated with each such option; and
 - (iv) coordinate liaison with inspection and abattoir staff and laboratory staff to enable an effective National Granuloma Submission Program in that State or Territory.
- (d) The Western Australian TFAP Manager must coordinate the management of the Tuberculosis Reference Laboratory for so long as it remains the responsibility of Western Australia.
- (e) The Queensland TFAP Manager must manage the Tuberculosis Case Register for so long as it remains the responsibility of Queensland.

(f) The TFAP Managers must perform such other administrative or operational tasks in respect of the TFAP as are within the control of that State or Territory TFAP Manager so as to achieve the efficient and effective performance of the obligations of the State or Territory pursuant to this Deed.

6.2 Approved Property Programs

- (a) Where Tuberculosis is detected or suspected, the TFAP Property Program Group (or such of those members of the TFAP Property Program Group as are available) must, as soon as is practicable, meet to:
 - (i) discuss the options referred to in clause 6.1(c)(iii); and
 - (ii) agree upon a proposed program to investigate or eradicate the Tuberculosis, which complies with the SDRs, in respect of that Case ("Proposed Property Program")

and may, where appropriate, consult with the Owner(s).

- (b) The TFAP Property Program Group, in consultation with representatives from the Commonwealth and Veterinary Committee must as soon as is practicable approve the Proposed Property Program, in which case it will become an Approved Property Program.
- (c) Upon notification of an Approved Property Program by the TFAP Property Program Group, the relevant State or Territory must as soon as is practicable implement the Approved Property Program under the relevant legislation of that State or Territory.
- (d) The TFAP Property Program Group must as soon as is practicable report to the TFAPCC in writing in respect of the Approved Property Program.

6.3 Assistance Measures

The States and Territories must administer the provision of Assistance Measures in accordance with Schedule C.

7. BUDGETS AND REPORTING

7.1 Annual Budgets

(a) The States and Territories (and the Commonwealth where applicable in respect of the National Granuloma Submission Program Database and coordination of the National Granuloma Submission Program) must prepare and provide to the AAHC by the date in column A of the following table, an annual budget for anticipated expenditure on Assistance Measures, Field Operations and the National Granuloma Submission Program (and where applicable the Tuberculosis Case Register, the Tuberculosis Reference Laboratory or the National Granuloma Submission Program Database) in the period set out in column B.

A. Date of provision of budget by the other Parties to AAHC	B. Period covered by the budget
1 January 1998	1 January 1998 to 30 June 1999
31 October 1998	1 July 1999 to 30 June 2000
31 October 1999	1 July 2000 to 30 June 2001
31 October 2000	1 July 2001 to 30 June 2002
31 October 2001	1 July 2002 to 31 December 2002

(b) The funding budgets referred to in paragraph 7.1(a) must be in the form set out in Schedule J.

7.2 Annual Operational Reporting by State and Territories

Each of the States and Territories must, by 31 July of each year during the term of this Deed and in accordance with the procedures outlined in Parts 1.3 and 2.5 of Schedule I, provide to the AAHC written reports on the progress of the TFAP within that State or Territory during the preceding financial year. Those reports must be in the format outlined in Schedule H or in such other format or containing such other information as AAHC may reasonably require in writing from time to time.

7.3 Reporting by the AAHC

The AAHC must, in accordance with the procedures set out in Parts 1 and 2 of Schedule I:

- collate the State and Territory forward budgets, which are to be provided to the AAHC by the States and Territories under clause 7.1 and present them, in a consolidated document which also includes the Corporate Activities Budget referred to in clause 4.4 ("the Consolidated Budgets"), to the TFAPCC by:
 - (i) 15 January 1998 in respect of the budget for the first 18 months of this Deed; and
 - (ii) 15 November in respect of the Budget for each other period during the term of this Deed

for comment and approval;

- (b) with the exception of the budget for the first 18 months of this Deed, upon receipt of the approval of the TFAPCC (and subject to its comments) referred to in paragraph (a) above, present, for approval, the Consolidated Budgets to the Board of the AAHC in December of each year during the term of this Deed;
- (c) in accordance with Parts 1.2, 1.3 and 2.5 of Schedule I, provide six monthly reports to the Parties throughout the term of this Deed, in such format as may be agreed by the Parties from time to time, comprising:
 - (i) a report on the conduct of the Corporate Activities during the previous six month period; and

- subject to the receipt by the AAHC of reports from the other Parties in accordance with clauses 8.1(a) and (b), a consolidated report on the progress of TFAP during the previous six month period;
- (d) with the exception of the budget for the first 18 months of this Deed, provide the Consolidated Budgets, as approved by the TFAPCC and the Board of the AAHC, to the Parties in January of each year during the term of this Deed;
- report to its Members in October/November of each year as to the progress of the TFAP through its Annual General Meeting and Annual Report, or in such other manner as the AAHC may consider appropriate from time to time; and
- (f) report to ARMCANZ as to the progress of the TFAP in such manner as the AAHC may consider appropriate from time to time.

8. FINANCIAL REPORTING

8.1 Provision of Six Monthly Reports

In accordance with the procedures outlined in Parts 1.2, 1.3 and 2.5 of Schedule I:

- The Commonwealth must provide to the AAHC financial reports (ie. accounts) prepared in accordance with its usual accounting practices, detailing receipts and expenditure by the Commonwealth in respect of Assistance Measures, the coordination of the National Granuloma Submission Program and the National Granuloma Submission Program Database for the preceding half financial year, by 29 July and 29 January of each year during the term of this Deed.
- (b) The States and Territories must provide to the AAHC financial reports prepared in accordance with each of their usual accounting practices, detailing receipt and expenditure by that State or Territory in respect of Field Operations and where applicable the National Granuloma Submission Program, the Tuberculosis Case Register or the Tuberculosis Reference Laboratory for the preceding six month period, by 29 July and 29 January of each year during the term of this Deed.
- (c) The AAHC must provide to each other Party, in conjunction with the reports being provided under clause 7.3(c), accounts detailing receipt and expenditure in respect of the Corporate Activities Account and the Commonwealth Payments Account for the preceding half financial year, by 29 August and 28 February of each year during the term of this Deed

8.2 Annual Certification of Reports

- (a) The reports provided to the AAHC under clause 8.1 must be prepared on a cash basis (ie., actual expenditure incurred) and must be:
 - (i) certified at the end of each financial year by the senior accounting officer of the State or Territory (or such other suitably qualified person whom they may nominate) and by the TFAP Manager of the State or Territory as being a correct statement and that all receipts and expenditure made during that financial year in respect of the TFAP were made in accordance with this Deed; and

- (ii) be in the form and contain the information set out in Schedule H or such other form and contain such other information as the AAHC may reasonably require in writing from time to time.
- (b) The accounts provided by the AAHC under clause 8.1(c) must be:
 - (i) certified at the end of each financial year by a person registered as a company or public auditor under a law in force in a State or Territory, or a member of the Institute of Chartered Accountants in Australia or a CPA member of the Australian Society of Certified Practising Accountants, as being correct and in accordance with this Deed; and
 - (ii) be in the form and contain such information as may be reasonably required by the Parties other than the AAHC from time to time.

8.3 Review of TFAP Expenditure

The annual meeting of the TFAPCC in November of each year must review the actual expenditure during the previous financial year against all of the budgets. Where the forecast total expenditure indicates that the global budget will be exceeded, the Parties will review the funding to ensure the successful completion of TFAP.

9. AUDITING AND ACCOUNTING PROCESSES

9.1 Audit

The AAHC may, if it considers appropriate, perform or require the performance of an audit of any aspect of the TFAP, including of the conduct of any TFAP activity, or of any financial budgets, expenditure or report. That audit is to be funded as a Corporate Activity. The Parties must give all reasonable assistance to the AAHC and/or its authorised representatives for the purposes of the conduct of the audit, including making available accounts, supporting material and personnel, in relation to any such audit.

9.2 Keeping of Accounts

- (a) Each Party must keep separate accounts which record:
 - (i) any receipts received by it in respect of the TFAP; and
 - (ii) any expenditure by it associated with the TFAP.
- (b) The States and Territories must maintain separate accounts in respect of the receipt and expenditure of each form of funding or financial assistance provided to them pursuant to this Deed being in respect of:
 - (i) the National Granuloma Submission Program, as detailed in clause 4.2(c);
 - (ii) Assistance Measures, as detailed in clause 4.3(c); and
 - (iii) where applicable, the Tuberculosis Case Register and the Tuberculosis Reference Laboratory, as detailed in clause 4.2(c).
- (c) The States and Territories may maintain such accounts as they believe to be appropriate in respect of Field Operations whilst permitting identification of TFAP expenditure.

- (d) The AAHC must maintain separate accounts in respect of the receipt and expenditure of monies managed by it pursuant to this Deed, being in respect of:
 - (i) Commonwealth Payments, pursuant to clause 4.2(b);
 - (ii) Assistance Measures, if the funds in the NCDETA come under the control of the AAHC; and
 - (iii) Corporate Activities, pursuant to clause 4.4(c).

10. MID-TERM REVIEW OF TFAP

A review of the TFAP will commence in July 2000, or on a date to be determined by the Parties after mutual consultation, and will be performed in accordance with Schedule K.

11. LIABILITY OF THE AAHC

11.1 AAHC liability

The AAHC will be responsible for liability or loss incurred by another Party which is caused by:

- any act or omission of the AAHC (or any of its directors, officers, agents, subcontractors or employees) where there was fault on the part of the AAHC or its directors, officers, agents, sub-contractors or employees (including, without limitation, any negligent or otherwise tortious act or omission);
- (b) any breach of this Deed by the AAHC; or
- (c) any failure by the AAHC to maintain the Required Insurances,

(such liability to be referred to in clauses 11 and 12 as "AAHC Liability").

11.2 Exclusion of liability

The AAHC will not be responsible for any liability or loss incurred by any of the other Parties, or any employee, officer, director, agent or representative of any of the other Parties in connection with the performance of this Deed or the carrying out of the TFAP, except for the proportion of that liability or loss which constitutes AAHC Liability.

12. INDEMNITY

12.1 Indemnity of AAHC

Each Party, other than the AAHC, ("Indemnitors") must, in accordance with clause 12.2, indemnify and keep indemnified the AAHC and its directors, officers, employees, agents and representatives ("Indemnitees") from and against all liability, loss, harm, damage, cost or expense (including legal costs on a solicitor and own client basis) ("Liability") howsoever arising that any of the Indemnitees may suffer, incur or sustain as a result of:

(a) any breach of the terms of this Deed by any of the Indemnitors; or

(b) Liability in respect of or relating to the TFAP including as a consequence of any unlawful, unauthorised, negligent or deliberately wrongful act or omission by any of the Indemnitors,

provided that:

- (c) the AAHC must use its best endeavours to recover under the Required Insurance in respect of the Liability; and
- (d) the indemnity given by the Indemnitors will be reduced proportionately to the extent that:
 - (i) AAHC succeeds in recovering under the Required Insurance in respect of the Liability; or
 - (ii) the Liability constitutes AAHC Liability.

12.2 Joint liability

The Indemnitors agree in respect of the indemnity in clause 12.1 that:

- (a) the indemnity in clause 12.1 may be enforced by the AAHC as a joint liability of the Indemnitors;
- (b) as between the Indemnitors:
 - (i) each Indemnitor shall bear liability arising under the indemnity to the extent that it relates to Liability arising as a result of:
 - (A) any breach of the terms of this Deed by the Indemnitor; or
 - (B) any unlawful, unauthorised, negligent or deliberately wrongful act or omission by the Indemnitor; and
 - (ii) to the extent that liability arising under the indemnity cannot be apportioned to one or more of the Indemnitors under subparagraph (i) above, the liability shall be shared equally between the Indemnitors; and
- (c) each Indemnitor must indemnify each other Indemnitor to the extent necessary to give effect to paragraph (b) above.

12.3 Rights held on trust

The AAHC will hold the rights of the other persons comprising the Indemnitees on trust for those persons.

13. VARIATION OR TERMINATION

13.1 Varying or terminating Deed

If at any time during the term of this Deed the Parties wish to vary or terminate this Deed, they must negotiate in good faith in regard to:

(a) that variation or termination; and

(b) the effect of that variation or termination upon the existence and operation of the TFAP.

13.2 Variation or termination in writing

Subject to clause 13.3, no variation or termination to this Deed will be of any force or effect unless the same is confirmed in writing, signed by each Party, and then such variation or termination will be effective only to the extent for which it has been made or given.

13.3 Amendment or variation of administrative matters

With the agreement of the Parties, the AAHC may amend or vary the administrative matters.

13.4 Withdrawal and funding suspension or reduction

Notwithstanding clauses 13.1 to 13.3 (inclusive), where:

- (a) as a result of a change in government policy funds for the TFAP are to cease or to be substantially reduced;
- (b) any Party is not reasonably satisfied that the terms and conditions of this Deed have been complied with by one or more of the other Parties in such a manner as to have a significant material effect on the performance of the TFAP;
- (c) one or more of the other Parties withdraws from the performance of the TFAP; or
- (d) the AAHC goes into insolvency, liquidation or a receiver or receiver manager or mortgagee or chargee's agent is appointed, or the AAHC otherwise ceases to exist,

any of the Parties other than the AAHC may, in its absolute discretion, by notice in writing given to each other Party and subject only to the liability referred to in clause 13.5 and without terminating the operation of the entire Deed:

- (e) withdraw from this Deed; or
- (f) suspend or reduce payment of its funding under this Deed, pending a review by that Party of the future of this Deed.

13.5 Consequences of withdrawal and funding suspension or reduction

Where a Party withdraws from this Deed or suspends or reduces the provision of funding under clause 13.4, that Party will not be obliged to pay to any other Party any costs, loss or damage arising from the withdrawal, suspension or reduction with the exception of any:

- (a) costs which are directly incurred by any other Party as a direct consequence of the withdrawal, suspension or reduction; and
- (b) any accrued liabilities of the Party withdrawing, suspending or reducing as at the time of the withdrawal, suspension or reduction.

13.6 Remaining Parties to be bound

Where a Party withdraws from the performance of this Deed pursuant to clause 13.4, the remaining Parties will continue to be bound by this Deed provided that those remaining Parties will be relieved of the performance of their obligations under this Deed to the extent that such performance is rendered impossible by the withdrawal of the withdrawing Party, including because of the unavailability of funding which would otherwise have been provided by the withdrawing Party.

13.7 Position of AAHC

Without limitation to clause 13.6, in the event that any of the payments referred to in this Deed are not made to the AAHC, other than due to the default of the AAHC, then the AAHC will not be required, nor liable in respect of any failure, to meet any obligation to make any payment which would otherwise arise pursuant to this Deed, unless or until such time as the AAHC receives the outstanding payment(s) in accordance with this Deed.

14. SEVERABILITY

If any provision of this Deed or its application to any person or circumstance is or becomes invalid, illegal or unenforceable the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read down the provision or part of it shall be deemed to be void and severable and the remaining provisions of this Deed shall not in any way be affected or impaired.

15. WAIVER

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right given to that Party under this Deed does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right under this Deed. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

16. PROPER LAW

16.1 Jurisdiction of the Courts

This Deed and the transactions contemplated by it must be construed and take effect in accordance with and governed by the laws of the Australian Capital Territory, Australia and its form, execution, validity, construction and effect shall be determined in accordance with the laws of the Australian Capital Territory and the Parties hereby submit themselves to the jurisdiction of the courts in and of the Australian Capital Territory and the Federal Court of Australia and the respective courts of appeal therefrom.

16.2 High Court of Australia

The submission to the jurisdiction of the courts of the Australian Capital Territory and to the Federal Court of Australia is exclusive except in so far as the High Court of Australia has jurisdiction to hear any matter involving the Commonwealth or any constitutional matter.

17. FURTHER ASSURANCE

Each Party must, at its own expense, on the request of any other Party, sign and execute all deeds, documents, notices, instruments and schedules, and do and perform all acts and things which are reasonable and necessary in order to carry out and give effect to the terms and conditions of this Deed and the transactions contemplated by it, whether before or after the execution of the Deed by all of the Parties, and to use all reasonable endeavours to cause relevant persons who are not parties to this Deed to do likewise.

18. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of such counterparts when so executed will be an original but all of which taken together will be deemed to constitute one and the same instrument.

19. AGENCY

No Party to this Deed has, except as otherwise specified in this Deed, any right to act on behalf of, represent itself as agent for, or otherwise bind, any other Party.

20. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the Parties in relation to the subject matter of this Deed. Any prior arrangements, agreements, representations or undertakings are superseded and each Party acknowledges that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this Deed.

21. TRANSITION FROM BTEC

21.1 Ongoing Assistance

- On the coming into force of this Deed any other arrangement or agreement between the Commonwealth and the States and Territories relating to the eradication of the diseases of brucellosis and tuberculosis in Cattle, including the BTEC Agreements, is terminated but without affecting in any way the right of the Commonwealth or the States and Territories in respect of any claim for monies owed by one Party to another under the previous BTEC Agreements.
- Where payments are made after the Commencement Date by Owners to any of the States or Territories as a result of the issue of Type D Loans to such an Owner, as described in the BTEC Agreements, the appropriate portion must be returned by the State or Territory to the Commonwealth which must reconcile such payments and distribute the returned loan to the parties which provided the funds the subject of the loan, in the proportions of their contribution to the loan.
- All funding expended for, or entitlements which have accrued in respect of, Type B, C, E and F Assistance Measures and all monies realised from the sale of property of a capital nature, as described in the BTEC Agreements and as provided to the States and Territories by the Commonwealth during the term of the BTEC Agreements, must be reconciled by each State or Territory against funding advances provided by the Commonwealth to that State or Territory (whatever the source of the funds i.e. Commonwealth or NCDETA) by the Commonwealth, and any adjustments necessary on 31 December 1997 will be the responsibility of each of the parties to each of the BTEC Agreements.

- (d) Any entitlements which have accrued in respect of Type B, C, E and F Owner Assistance Measures, as described in the BTEC Agreements, before 31 December 1997 and which have not been claimed under the BTEC Agreements prior to the date or in the reconciliation referred to in paragraph 21.1(c), may be claimed under the TFAP in accordance with the terms and conditions of this Deed and will form an adjustment to monies otherwise payable under this Deed.
- (e) Any monies realised from the sale of property of a capital nature pursuant to the BTEC Agreements prior to 31 December 1997 will continue to be dealt with by the Parties in accordance with the terms and conditions of the BTEC Agreements and will form part of the reconciliation referred to in paragraph 21.1(c). Any such monies realised by any of the Parties after that date will be dealt with by the Parties in accordance with the terms and conditions of this Deed and will form an adjustment to monies otherwise payable under this Deed.

21.2 Royalties

Any rights and interests of any Party or person in respect of royalties from any activity approved under administrative arrangements associated with the implementation of the BTEC Agreements must be provided by the AAHC to that Party or person.

22. MEDIATION AND ALTERNATIVE DISPUTE RESOLUTION

In the event of any disagreement or dispute arising between the Parties as to the interpretation, implementation or enforcement of any term of this Deed, such matter may be referred by any of the Parties to a suitably qualified person nominated by the Parties at the time for mediation or alternative dispute resolution. If the Parties are unable to agree unanimously on the selection of such person, the matter will be referred to the President of the Law Society of the Australian Capital Territory at that time, for that President to appoint a suitably qualified practitioner who has not previously acted for any of the Parties to conduct the mediation or alternative dispute resolution. Any costs or expenses associated with the mediation or alternative dispute resolution will be paid by the Parties in equal shares unless recommended otherwise by the person conducting the mediation or alternative dispute resolution process.

23. EXERCISE OF FUNCTIONS AND POWERS

The obligations of the Commonwealth and the States and Territories under this Deed are subject to any statutory or common law requirements applying to the exercise of statutory or executive powers or duties which must be exercised in the performance of those obligations.

24. PROTECTION OF PERSONAL INFORMATION

24.1 Use of Personal Information

Each Party agrees to:

- (a) use Personal Information held or controlled by it in connection with this Deed only for the purposes of fulfilling its obligations under this Deed;
- (b) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Deed is protected against loss and unauthorised access, use, modification or disclosure;

- (c) comply with the Information Privacy Principles contained in the *Privacy Act 1988* (the "Act") to the extent that the content of those principles apply to the types of activities the Party is undertaking under this Deed, as if the Party were an agency as defined in the Act;
- (d) cooperate with any reasonable demands or inquiries made by the Commonwealth on the basis of the exercise of the functions of the Privacy Commissioner under the Act including, but not limited to, a request from the Commonwealth to comply with a guideline concerning the handling of Personal Information;
- (e) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles and other obligations referred to in this clause 24;
- (f) comply as far as practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of Personal Information; and
- (g) comply with any reasonable direction of the Commonwealth to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Party that the Privacy Commissioner considers breaches the obligations in this clause 23.

24.2 Meaning of Personal Information

In this clause 24, 'Personal Information' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

25. INSURANCE

AAHC must:

- (a) take out in respect of itself, its employees, contractors and agents all appropriate compensation (including any workers' compensation as required by law) and public risk insurance relating to the performance of its obligations under this Deed ("Required Insurance"); and
- (b) promptly provide to any other Party on request proof of the currency of such insurance.

26. CONFLICT OF INTEREST

26.1 AAHC obligations

- (a) AAHC warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no conflict of interest exists or is likely to arise for the performance of its obligations under this Deed by itself or by its officers, employees, agents or contractors.
- (b) If during the term of this Deed a conflict of interest arises, or appears likely to arise, AAHC undertakes to notify the other Parties immediately in writing and to

take such steps as the other Parties may reasonably require to resolve or otherwise deal with the conflict.

(c) AAHC must not, and must ensure that its officers, employees, agents or contractors do not, engage in any activity or obtain any interest during the term of this Deed that is likely to conflict with or restrict the conduct of the TFAP by the AAHC fairly and independently.

27. CONFIDENTIALITY

The obligations of the Parties under this Deed are subject to any obligations of confidence arising under statute or common law which may affect, hinder or prevent the performance of those obligations.

28. TFAP MATERIALS, PUBLICATIONS AND PUBLICITY

Each Party must make any materials produced by or for it for the purposes of the TFAP available to the other Parties for use for the purposes of the TFAP, and in doing so may not impose any royalty for the use of intellectual property in the materials, but may impose a charge to recover the costs of production or distribution of the materials.

29. SUBCONTRACTING BY THE AAHC

Where the AAHC subcontracts any of its obligations in respect of the TFAP arising under this Deed, it:

- (a) remains fully responsible for the performance of its obligations under this Deed; and
- (b) is fully responsible for ensuring the suitability of a subcontractor and that work carried out by a subcontractor is satisfactory.

EXECUTED as a DEED

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The common seal of AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED is affixed in accordance with its articles of association in the presence of: Director Director Director Director Director Director Director	HEALTH Common Speal A.C.N. O71 890 956 (name printed) JOHN WILLIAM STEWART (name printed)
Signed sealed and delivered by CATTLE COUNCIL OF AUSTRALIA INCORPORATED in the presence of: Witness:)))

Signed sealed and delivered by THE COMMONWEALTH OF AUSTRALIA by its authorised officer in the presence of:

SUSAW L WHITE (witness name printed)

Signed sealed and delivered by THE STATE OF QUEENSLAND by its authorised officer in the presence of: Witness: Paoul Gaille Niese (witness name printed)) More Consell
Signed sealed and delivered by THE STATE OF NEW SOUTH WALES by its authorised officer in the presence of: Witness: **Evin Patrick Sheridan** (witness name printed)	} fallhoung
Signed sealed and delivered by THE STATE OF VICTORIA by its authorised officer in the presence of: Witness: (witness name printed)	? MMamau

Signed sealed and delivered by THE STATE OF SOUTH AUSTRALIA by its authorised officer in the presence of: Witness: D. R. MOTTON (witness name printed)	} Klew
Signed sealed and delivered by THE STATE OF TASMANIA by its authorised officer in the presence of:	} 3 Bde
Witness: Loublise	
THOMAS P. WISE (witness name printed)	
Signed sealed and delivered by THE STATE OF WESTERN AUSTRALIA by its authorised officer in the presence of:	} Muts. Idamen.
Witness: Michels	
(witness name printed)	
(Withess hame primea)	

NORTHERN TERRITORY OF AUSTRALIA by its authorised officer in the presence of: Witness:	
(witness name printed)	
Signed sealed and delivered by THE AUSTRALIAN CAPITAL TERRITORY by its authorised officer in the presence of: Witness: C. J. ADRIAN	But Syll

(witness name printed)

SCHEDULE A - FIELD OPERATIONS

OUTCOMES:

Effectively monitor, diagnose and manage the eradication of Tuberculosis within a State or Territory in accordance with the SDRs to achieve the objectives of the TFAP.

ACTIVITIES:

- 1. In conjunction with other projects, maintain identification of livestock at sales and slaughter.
- 2. Based on laboratory reports, carry out traceback, traceforward and epidemiological investigations to determine the source of Tuberculosis infection.
- 3. Devise in conjunction with Owners and industry representatives, programs for the diagnosis and eradication of Tuberculosis in herds.
- 4. Carry out or arrange to be carried out intradermal tuberculin/gamma interferon testing programs as considered necessary for the diagnosis of and/or confirmation of freedom of Cattle herds from Tuberculosis.
- 5. Order the destruction or destocking of Cattle known or suspected to be infected with Tuberculosis. Carry out destruction and post mortem examinations of suspect Cattle where appropriate.
- 6. Supervise test and slaughter programs and confirm that an adequate proportion of Cattle are subject to test in any herd test program. Supervise or where necessary carry out the destruction of Cattle unable to be mustered for test.
- 7. Review programs on set schedules and as necessary to implement improvements and ensure that compliance with required essential elements has occurred. Renegotiate programs if external and unavoidable factors prevent progress.
- 8. Maintain records to enable analysis of herd, area and State/Territory status for Tuberculosis.
- 9. Provide infrastructure, policy advice and recommendations and legislation to support diagnostic and eradication activities.
- 10. Enter into arrangements with laboratory diagnosticians to ensure that diagnoses are timely and accurate.
- 11. Liaison with corporate support agencies to ensure resources are available.
- 12. Liaison with national counterparts for the national coordination of programs.

SCHEDULE B - NATIONAL GRANULOMA SUBMISSION PROGRAM AND TUBERCULOSIS INCIDENT REGISTER AND TUBERCULOSIS REFERENCE LABORATORY

PART 1 NATIONAL GRANULOMA SUBMISSION PROGRAM (NGSP)

1.1 Responsibilities of the TFAP Coordinator

The TFAP Coordinator is responsible for ensuring the achievement of acceptable granuloma submission rates from all abattoirs slaughtering eligible Cattle and for quality diagnostic and reporting outcomes. These outcomes are achieved by:

- (a) regular liaison with the AQIS NGSP Coordinator to ensure that:
 - (i) the NGSP Database is operating effectively;
 - (ii) regular feedback and appropriate reports are provided to TFAP Managers;
 - (iii) the submission rate and quality of granulomas from eligible Cattle slaughtered in AQIS abattoirs is monitored;
 - (iv) all concerns raised by TFAP Managers are addressed; and
 - (v) specified reports are provided;
- (b) regular liaison with TFAP Managers to ensure:
 - (i) the effective implementation of the NGSP in that State or Territory;
 - (ii) regular contact with the AQIS NGSP Coordinator is maintained;
 - (iii) the submission rate and quality of granulomas from eligible Cattle slaughtered in AQIS abattoirs is monitored; and
 - (iv) specified reports are provided;
- (c) provision of a consolidated annual report of AQIS and State and Territory NGSP activities to the TFAPCC; and
- (d) communication of decisions by the TFAPCC concerning the NGSP to TFAP Managers and the AQIS NGSP Coordinator.

1.2 Responsibilities of the AQIS

AOIS NGSP Coordinator

The AQIS NGSP Coordinator is responsible for ensuring that the NGSP in AQIS abattoirs operates effectively and for managing the NGSP Database. This is achieved by:

- (a) Coordinating AQIS involvement, including consultation with Area Technical Managers to ensure they implement the NGSP according to AQIS instructions, these guidelines and any additional requirements of the TFAPCC. This is routinely carried out by the issue of AQIS Meat Notices. Currently Meat Notice Number MEAT 96/31 forms the national basis for sample collection and submissions. Additional notices may be issued from time to time which amend or replace previous instructions;
- (b) Managing budgetary and financial aspects of AQIS involvement in the NGSP including the NGSP Database by:
 - (i) preparing an AQIS NGSP budget and ensuring its submission by the Commonwealth to the AAHC by 31 October of each year in accordance with clause 7.1 of the Deed; and
 - (ii) preparing six monthly reports of AQIS expenditure on the NGSP and submitting them to the AAHC by 29 July and 29 January of each year.
- (c) Ensuring the development and distribution of operating procedures and extension materials to AQIS establishments.
- (d) Providing lists of export slaughtering establishments to TFAP Managers.
- (e) Managing the NGSP Database so that it performs as agreed from time to time between the AQIS and the TFAPCC including the provision of the following regular reports on granulomas reported to the NGSP Database:
 - (i) quarterly reports to each Approved Laboratory of all granulomas examined and reported by that Laboratory so that the accuracy of the data entered can be confirmed;
 - (ii) monthly reports to each TFAP Manager consolidating all granulomas reported by that State or Territory;
 - (iii) quarterly reports to each TFAP Manager on granulomas reported in relation to stock slaughtered from that State or Territory;
 - (iv) prompt reports direct to the relevant TFAP Manager of any positive Cases and any information requiring clarification before being entered onto the Database;
 - (v) quarterly reports to the TFAP Coordinator on all granulomas reported; and
 - (vi) an annual report to the TFAP Coordinator on all granulomas reported during the preceding financial year, with such report to be provided by 30 July each year.

Area Technical Managers

AQIS Area Technical Managers ensure that plant management teams, veterinary officers and meat inspectors (including company employed inspectors) are aware of their role in the NGSP including:

- (a) ensuring all staff within their jurisdiction are trained in, and understand the role of the NGSP and promptly submit all granulomas from AQIS abattoirs and specifically:
 - (i) forward to a specified Approved Laboratory all specified cattle, buffalo and deer granulomatous lesions detected during post-mortem examination procedures;
 - (ii) notify the NGSP Database of all submissions by posting a copy of completed submission form(s) to:

Reply Paid 694
Granuloma Coordinator
AQIS - Technical Services Branch
GPO Box 858
Canberra ACT 2601; and

- (iii) monitor the availability at AQIS abattoirs of NGSP submission kits, the submission forms and the supplies necessary for the conduct of the program in each AQIS abattoir; and
- (b) reviewing operations and advising the AQIS NGSP Coordinator and the relevant TFAP Manager of relevant matters.

1.3 Responsibilities of States and Territories

TFAP Managers

TFAP Managers are responsible for ensuring that the NGSP in non-AQIS abattoirs operates effectively. This is achieved by:

- (a) Ensuring that State or Territory meat inspection authorities and managers of non-AQIS abattoirs in their jurisdiction are aware of the NGSP and understand its operations and audit procedures and that where industry quality assurance (QA) programs replace government meat inspection, the requirements of the NGSP are included in the QA contract with the abattoir. Auditing must ensure that the method of examination of lymph nodes for granulomas meets a standard equivalent to that described by the Australian Meat Standard.
- (b) Ensuring that Approved Laboratories examine granulomas according to procedures published in the Australian Standard Diagnostic Techniques for Animal Diseases or as specified in the SDRs and in particular:

- (i) provide an interim result to the submitter and the AQIS NGSP Coordinator whenever Mycobacterial culture is necessary;
- (ii) forward all isolations of *M. bovis* to the Tuberculosis Reference Laboratory;
- (iii) confirm quarterly that granulomas reported have been accurately entered into the NGSP Database;
- (iv) accurately and in all detail complete NGSP submission forms and submit them at least fortnightly post free to:

Reply Paid 694
Granuloma Coordinator
AQIS - Technical Services Branch
GPO Box 858
Canberra ACT 2601; and

- (v) promptly respond to any request from the AQIS Coordinator for submission form(s) to be checked and resubmitted with any necessary additional information.
- (c) Managing the activities of the Abattoir Liaison Officer(s).
- (d) Monitoring and analysing quarterly reports from the NGSP and the Abattoir Liaison Officer(s).
- (e) Providing a quarterly report to the TFAP Coordinator on the performance of the NGSP in non-AQIS abattoirs within their jurisdiction.
- (f) Providing an annual report of all results from non-AQIS abattoirs on or by 15 July of each year to the AQIS NGSP Coordinator for checking against NGSP Database records.
- (g) Providing an annual report to the TFAP Coordinator by 30 July of each year on the performance of the NGSP in non-AQIS abattoirs within their jurisdiction.

Abattoir Liaison Officer(s)

Each State and Territory employs an Abattoir Liaison Officer(s) with responsibility to the TFAP Manager for ensuring that meat inspection staff in both AQIS and non-AQIS abattoirs are familiar with the features and operations of the NGSP. They achieve this by:

- (a) visiting all major abattoirs at least twice per year and liaising with management and inspection staff;
- (b) maintaining liaison with AQIS, health officers and local government employees as appropriate;
- (c) encouraging meat inspectors to collect and submit to Approved Laboratories high quality samples from all granulomas found in carcases at abattoirs by:

- (i) checking that NGSP processes are understood;
- (ii) arranging the supply of granuloma submission kits and providing training in their use where necessary;
- (iii) liaising with Laboratories on the quality of submissions; and
- (iv) monitoring the number of granulomas submitted against the number of eligible Cattle ¹ slaughtered with the objective of achieving or exceeding 1 granuloma submitted per 2000 slaughtered;
- (d) maintaining a high level of interest and enthusiasm amongst meat inspection staff about submitting granulomas by ensuring:
 - (i) feedback of Laboratory results to meat inspectors about all granulomas submitted;
 - (ii) relevant inspection staff are provided with opportunities to receive information about the operations of the TFAP and the NGSP including arranging meetings and seminars; and
 - (iii) preparing and distributing a regular newsletter about the TFAP and the NGSP results for the State or Territory and nationally;
- (e) assisting in the maintenance of effective traceback systems by:
 - (i) checking tailtags against accompanying documentation;
 - (ii) ensuring the linkage between tailtags and carcases is maintained;
 - (iii) checking that hide identification and recovery systems are in place and operating effectively where necessary; and
 - (iv) where necessary checking that brand clarification techniques are known and used;
- (f) providing a quarterly report to the TFAP Manager containing information about:
 - (i) abattoirs visited and the outcome in terms of:
 - (A) relevant staffing changes;
 - (B) availability and control of granuloma submission kits;
 - (C) explanatory comment on the submission rate;
 - (D) monthly kill statistics for eligible Cattle; and
 - (E) effectiveness of Cattle identification including any hide retrieval system;

¹ Eligible Cattle are those over 2 years of age

- (ii) meetings and seminars arranged or attended; and
- (iii) newsletters and extension materials produced.

PART 2 THE TUBERCULOSIS CASE REGISTER

The Register stores information on all Incidents, Cases and Secondary Cases reported by State and Territory authorities from the time of declaration of Tuberculosis Impending Freedom.

Relevant State and Territory authorities are required to provide reports (and updates as necessary) in the required format to the Manager of the Tuberculosis Case Register within one month of reporting an Incident.

Information held on the Register relevant to the TFAP will be provided to TFAP Managers and the TPAPCC to assist in the management of the TFAP.

The Register:

- (a) provides a basis for reporting Tuberculosis Incidents, Cases and Secondary Cases to the Veterinary Committee, the TFAPCC and the NAHIS;
- (b) includes basic information on major risk factors relevant to Cases; including enterprise type, stock numbers, previous history of infection, date, method of detection and confirmation of Tuberculosis, probable source of infection and type of subsequent program implemented;
- (c) enables an assessment of the value of the surveillance techniques used; and
- (d) maintains data for future decision making and to assist in demonstrating Australia's Free Area status to Australia's trading partners.

Reports

A quarterly report containing key data shall be provided by the Manager of the Tuberculosis Case Register to the TFAP Coordinator who in turn shall provide the data to the NAHIS and, on request, to the TFAPCC.

In addition, data, ad hoc reports and analyses may be negotiated on a case by case basis with the Manager of the Tuberculosis Case Register.

PART 3. TUBERCULOSIS REFERENCE LABORATORY

The Western Australian Tuberculosis Laboratory was designated as the Australian Reference Laboratory for Bovine Tuberculosis (ARLBTB) in 1992 and as an OIE International Reference Laboratory in June 1993.

The ARLBTB is required to offer a centre of excellence in diagnosis of bovine tuberculosis, provide diagnostic support to all State and Territory Approved Laboratories, be aware of and stay abreast of scientific developments in the field, and maintain an international profile.

The ARLBTB will provide the following diagnostic and specialist services:

- (a) Conventional mycobacterial culture;
- (b) BACTEC liquid radiometric culture for mycobacteria;
- (c) Histopathology diagnosis/second opinion;
- (d) Immunoperoxidase test for identification of M. bovis;
- (e) Identification of mycobacterial isolates using conventional procedures (using biochemical tests);
- (f) Identification of mycobacterial isolates using High Performance Liquid Chromatography (HPLC) of mycolic acid profiles (under development to eventually replace biochemical tests);
- (g) Rapid identification of mycobacteria using:
 - (i) Multiplex Polymerase Chain Reaction (PCR) to differentiate the *M. tuberculosis* complex, *M. avium/M. paratuberculosis*, *M. intracellulare* species from other mycobacteria; and
 - (ii) M. tuberculosis complex (MTBC) multiplex PCR to differentiate M. bovis from other M. tuberculosis complex organisms;
- (h) Identification of mycobacterial isolates using 16SrRNA sequencing;
- (i) Direct detection of *M. bovis* and other mycobacteria in tissue specimens/tissue sections using PCR (under development);
- (j) Gamma interferon test (a laboratory based test for cell-mediated immunity to bovine and avian tuberculin antigens); and
- (k) Tuberculosis ELISA tests for antibody response to mycobacterial antigens.

The ARLBTB will perform the following functions:

- (a) Provision of the National Quality Assurance (QA) Program for culture and identification of *M. bovis* to all State and Territory Approved Laboratories, on an annual basis;
- (b) Coordinate a National Quality Assurance program for histopathology diagnosis of granulomas to all State and Territory Approved Laboratories, on an annual basis;
- (c) Storage and maintenance of the Australian National Culture Collection of *M. bovis* isolates which are used in DNA fingerprinting studies, preparation of the QA program and validation of new tests;

- (d) Back up culture for Approved Laboratories;
- (e) Rapid identification/confirmation of mycobacterial isolates cultured in Approved Laboratories;
- (f) DNA fingerprinting of M. bovis isolates cultured in Australia including:
 - (i) performance of fingerprinting techniques;
 - (ii) input and maintenance of records of all isolates on computer database;
 - (iii) computer-assisted analysis of results;
 - (iv) management and maintenance of computer database of isolate types; and
 - (v) capability to match new isolates with previously identified types;
- (g) Provision of training/refresher training in laboratory diagnostic procedures for bovine tuberculosis for staff in Approved Laboratories;
- (h) Provision of advice on request, both within Australia and to overseas institutes;
- (i) Provision of expertise in research aimed at improving the diagnosis of bovine tuberculosis;
- (j) Maintenance of knowledge and expertise in mycobacterial disease and diagnosis, especially that caused by M. bovis;
- (k) Maintenance of knowledge and competency in laboratory quality management and safety procedures;
- (l) Performance and documentation of techniques to meet ISO Guide 25 (AS 9000 series);
- (m) Presentation of relevant papers at meetings/conferences and publication of significant scientific research in international journals;
- (n) Provision of annual reports of QA testing for M. bovis direct to all participating Approved Laboratories, all TFAP Managers and the TFAP Coordinator, and to SCAHLS members and other interested parties via the Australian National Quality Assurance Program (ANQAP) reporting system;
- (o) Provision of twice yearly reports to the TFAPCC on the progress of work;
- (p) Provision of annual reports to the Sub Committee on Animal Health Laboratory Standards (SCAHLS); and
- (q) Provision of annual reports on reference laboratory activities to the OIE.

The ARLBTB will ensure the maintenance of sound national and international relationships by:

- (a) Developing good relationships with scientists in related fields in Australia and overseas;
- (b) Liaising with the TFAP Coordinator;

- (c) Collaborating with other Australian and overseas institutes to offer advanced technology to Australian and overseas laboratories; and
- (d) Promoting collaboration and research by hosting visits from local and international scientists.